

CONTRACT AWARD NOTIFICATION

SPECIFICATION NO.05-149

ANNUAL REQUIREMENTS FOR TOWING AND STORAGE OF TOWED VEHICLES FOR LANCASTER COUNTY SHERIFF

DATE: August 11, 2005

CONTRACT PERIOD: Sept. 1, 2005 thru Aug. 31, 2009

CONTRACTOR: Mike's 66 Towing (Lincoln, NE)
8201 North 56th St
Lincoln, NE 68514

PURCHASING DIVISION

K-STREET COMPLEX

440 SOUTH 8TH STREET

LINCOLN, NEBRASKA 68508

(402) 441-7416

Company Representative: Mike Barnett

Telephone No.: 402/466-1438

FAX No.: 402/466-1129

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

TOW-IN:	
SMALL VEHICLES	
Passenger cars, small trucks, etc:	\$47.00
(a) Motorcycles	\$47.00
(b) Other small vehicles	\$47.00
OVERSIZED VEHICLES	
(a) Straight Trucks - licensed over 4 Tons	\$95.00
(b) Semi-tractor	\$125.00
(c) Semi-trailer or House-trailer	\$125.00
(d) Self-propelled campers or mobile homes	\$125.00
(e) Buses	\$125.00
COMMENTS:	
Hourly labor rate for removal of other items	\$30.00
ADDED FEES:	
Added fee when winching is needed:	
Small Vehicles	\$30.00
Oversized Vehicles	\$125.00
Added fee when mechanical work is necessary	
Small Vehicles	\$30.00
Oversized Vehicles	\$40.00
TOTAL EST. ANNUAL ADDL. FEES:	
If necessary to employ addtl. equip.	\$20.00
Mileage to/from Lancaster Co. line	

STORAGE:	
Storage rates for passenger cars, trucks & other vehicles weighing four (4) tons & under	
1.3.1.1 Outside storage (per day or fraction thereof)	\$7.00
1.3.1.2 Inside storage (per day or fraction thereof)	\$10.00
Storage rates for trucks weighing orver 4 tons	
1.3.2.1 Outside storage (per day or fraction thereof)	\$22.50
1.3.2.2 Inside storage (per day or fraction thereof)	\$22.50
Storage rates for semi-trailers & other oversized vehicles shall not exceed the following daily rate	
1.3.3.1 Outside storage (per day or fraction thereof)	\$37.50
1.3.3.2 Inside storage (per day or fraction thereof)	\$37.50
TOTAL EST. ANNUAL STORAGE FEES	
Where do you propose to store vehicles	
Small Vehicles	8200 N. 56
Oversized Vehicles	8200 N. 56
List Regular Business Hours	
Monday - Friday	7am - 6:30p
Saturday	8am - 12pm
Sunday	10am to 12 pm
List provisions for public for release of impounded vehicles during non-business hours	on call 24 hrs at request of Co. in emerg. situations

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

LANCASTER COUNTY AGREEMENT TOWING SERVICES

THIS CONTRACT made and entered into on 9th day of August, 2005, by and between the LANCASTER COUNTY, NEBRASKA, hereinafter referred to as "the County" and Mike's 66 & Towing, 8201 North 56th Street, Lincoln, NE 68514 hereinafter referred to as "the Contractor".

WITNESS, that:

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Specification #05-149 (Exhibit #1), for Annual Requirements for Towing and Storage of Towed Vehicles and related services for Lancaster County Sheriff

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as the result of such canvass has determined and declared the Contractor to be the lowest responsive, responsible bidder for the said Work for the sum or sums named in the Contractor's proposal (**Exhibit 2**), incorporated into this Contract.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the terms of the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. **CONTRACT TERM:** For the period of four (4) years commencing 12:01 a.m., September 1, 2005 and ending 12:00 mid-night, on August 31, 2009. The County, for and in consideration of the agreements of the Contractor hereinafter stated, agrees to direct and refer to the Contractor orders for the removal of vehicles from the streets or other property within the Lancaster County, Nebraska Limits, which may be ordered removed by any lawfully authorized agent of the County except when the owner or operator of the vehicle requests that another wrecker be called or such vehicles that have been released for removal from private property by the owners or custodians of such vehicles.
2. **PAYMENT OF FEES:** The Contractor shall charge directly to the owner or operator such fees for tow-in or storage of any vehicle in accordance with the schedule of rates contained in (**Exhibit 2**) **Contractor's Proposal**. It is understood by and between the parties hereto that the County is not responsible or liable for any charges made by the Contractor, and that the contractor must look solely to the owner or operator of the vehicle stored or towed for the recovery of any such charges. Contractor shall also be responsible for the promulgation of a system for securing the payment of its fees in disputed cases where such vehicle must be immediately released to the owner thereof. Further, the contracting firm shall investigate, arbitrate or adjust all loss and damage claims.
3. **AUCTION PROCESS:** County agrees to convey to Contractor abandoned vehicles having no current numbered plates affixed and having a value of \$250.00 or less (in compliance with State of NE Statutes - **Attachment B**) and County may convey to Contractor or provide a salvage title of vehicles not sold at public auction, except in those instances when the County chooses to retain such vehicles for its purposes, and such vehicles when towed from public property may be towed to Contractor's lot or such salvage yard as Contractor arranged. Such vehicles will be held a minimum of five (5) working days before disposition, unless the owner provides Lancaster County with a written waiver. The County further agrees to convey to Contractor for disposition, all those wrecked, junked, or partially dismantled vehicles towed from private property upon which releases have been obtained from owners or custodians. Public auction of unclaimed vehicles will be held on the approved

impound lot, and will be conducted by personnel of the Lancaster County Sheriff's Office or their designate and shall be held upon request to the Contractor by the Sheriff's Office. Contractor shall clean and prepare vehicles for auction. The Lancaster County Sheriff shall provide one person to assist in the inventory of unclaimed vehicles for sale. Contractor shall be paid accrued towing/storage fees on vehicles sale as per specifications.

4. **CONTRACT DOCUMENTS:** The following documents comprise the contract and are made a part hereof as though fully set forth verbatim and are binding on the parties hereto:
 1. The Specifications and any attachments (#A & B) and addendums (#1) (**Exhibit 1**)
 2. The Accepted Proposal and any attachments (**Exhibit 2**)
 3. The contract document
 4. The Insurance Requirements for All County Contracts, including any additional insurance for this specific contract (**Exhibit 3**)
5. **RELEASE OF HOLD ORDER:** When Sheriff's hold order exists, the vehicles shall not be released unless authorized by a duly accredited agent of the Lancaster County Sheriff. Such vehicles shall be towed to any location designated by representative of the Sheriff's Office. Any inventory of personal property in such vehicle shall be under the direction of the officer in charge of said vehicle.
6. **COMPLIANCE WITH LAW:** Contractor shall at all times operate within the framework of all applicable ordinances, statutes, and laws whether local, state or federal.
7. **CANCELLATION:** It is further agreed by and between the parties hereto that either party may cancel this Agreement by giving the other party sixty (60) days written notice of the termination hereof, unless Contractor is found to be in substantial breach of his contract in which case such contract will immediately terminate in accordance with applicable law.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day first above written.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

CONTRACT APPROVED AS TO FORM:

Kristy Mundt
Deputy County Attorney

COUNTY OF LANCASTER, NEBRASKA

Deb Schorr
Chairperson, Board of Commissioners 8/9/05

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

(SEAL)
Secretary

Name of Corporation

Address

By: _____
Duly Authorized Official

Legal Title of Official

IF AN INDIVIDUAL: